

REMARKS

The response is to a non-final office action for the above identified application dated March 21, 2008. In the current office action, claims 1, 4, 9-10, 12-13, 15-16, and 21-22 are pending. By way of the present response, Applicant has: (i) cancelled claims 1, 9-10, and 21; (ii) amended claims 4, 12-13, 15-16, and 22; and (iii) added no new claims. As such, claims 4, 12-13, 15-16, and 22 presently are pending. Applicants request the removal of all rejections to the presently pending claims in view of the arguments presented.

35 U.S.C. §112 Claim Rejections

Claims 1, 4, 9-10, 12-13, 15-16, and 21-22 stand rejected under 35 U.S.C. §112, second paragraph, as being vague and indefinite. More specifically, the office action dated March 21, 2008, states that, "it is not clear how [a] predetermined independent source is identified for a contingency contract, and said identified independent source is informed that they [sic] need to handle the particular contingency of the contract, and provide their response to enable claimed invention to get the response for the predetermined independent source to be able to determine the received information to be valid." Page 2.

Applicant respectfully submits that claims 1, 9-10, and 21 have been canceled. In reference to independent claims 12 and 16, Applicant respectfully submits that the claims overcome all 35 USC §112 rejections. In reference to being unclear as to identifying an independent source for a contingency agreement, claims 12 and 16 include the feature of determining an independent source configured to provide information with respect to the occurrence of a contingent event. The original specification states examples for how to determine an independent source to provide information. For example, the original specification on page 7, lines 13-20, states that a contract dependent on an exchange rate at time of delivery may use a specific website (e.g., <http://www.cnnfn.com/markets/currencies>) on the date of delivery to determine an exchange rate of the contract. In another example, the original specification on page 7, lines 5-12, states that a contingency

may be a buyer being approved for a loan. As such, a web-based lender through which the buyer applied for a loan may be identified as the independent source. Therefore, Applicant respectfully submits that ways to determine an independent source is clear from the contingency agreement.

In reference to being unclear how the identified independent source is informed that it needs to handle the particular contingency of the agreement, Applicant respectfully submits that the independent source does not resolve the contingency. Claims 12 and 16 include the features of retrieving information from the independent source and then using the retrieved information to determine if the contingency is resolved. Hence, the system or computer reading the computer readable code, not the independent sources, determine resolution of the contingency.

In reference to being unclear how the independent source provides its response to enable getting the response for the predetermined independent source to be able to determine the received information to be valid, the feature has been removed from claims 12 and 16 as a result of claims 12 and 16 being amended so as to facilitate Examiner in more easily understanding the features of the claims.

For at least the above reasons, Applicant respectfully submits that claims 12 and 16 overcome all 35 U.S.C. §112 rejections. Since claims 4, 13, 15, and 22 depend from independent claims 12 and 16, Applicants respectfully submit that claims 4, 13, 15, and 22 also overcome the above enumerated 35 U.S.C. §112 rejections.

Claims 4, 21, and 22 stand further rejected under 35 U.S.C. §112, second paragraph, as being vague and indefinite for not claiming how the received information is tied to the system or computer reading the computer readable code. Applicant respectfully submits that claim 21 has been cancelled. In reference to claims 4 and 22, Applicant respectfully submits that the amendments to independent claims 12 and 16 from which claims 22 and 4 depend, respectively, describe how the information is tied into resolving the contingency. For example, claims 12 and 16 include a feature stating that the

information is used to determine if a contingent event for the contingency occurred. Thus, Applicant respectfully submits that claims 4 and 22 overcome all 35 U.S.C. §112 rejections.

35 U.S.C. §103 Claim Rejections

Claims 1, 9-10, 12-13, and 15-16 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Mini et al., US Patent No. 6,684,196 (hereinafter “Mini”) in view of Saito et al., US Patent No. 6,578,006 (hereinafter “Saito”). Claims 1 and 9-10 have been cancelled.

In reference to independent claims 12 and 16, Applicant respectfully submits that Mini in view of Saito does not describe all of the features of the claims. For example, Mini in view of Saito at least does not describe an automated system for determining when a milestone is reached, retrieving information when the milestone is reached, and determining if a contingency agreement is determinate with respect to a contingent event.

Mini describes a system that interfaces a buyer, seller, agents, and necessary third parties for real estate transactions. As shown in the figures and description in Mini, decisions are made by persons wherein the system is an interface between people, not a decision maker. For example, the present action refers to Figure 20 on Mini as describing resolution of contingencies and milestones. See page 4. Applicant respectfully submits that Mini in Figure 20 does not describe an automated system for resolving contingencies and milestones. In Figure 20, resolution of contingencies occurs by a buyer, the buyer’s agent, a seller, and/or the seller’s agent personally discussing discrepancies during the buying process. See, e.g., blocks 2002 and 2004. In addition, Mini describes information being manually loaded into the real estate system by a person instead of the system automatically retrieving information. See 1922 of Figure 19 (a CS agent uploads information to the system). Furthermore, Mini describes contingencies being determined as resolved by an agent or outside person. See 2024 and 2030 of Figure 20. Thus, the

system does not automatically determine if a contingency is resolved. In fact, Mini does not describe milestones or determining resolution of contingencies related to milestones.

Therefore, Applicant respectfully submits that Mini at least does not describe an automated system for determining when a milestone is reached, retrieving information when the milestone is reached, and determining if a contingency agreement is determinate with respect to a contingent event. Thus, Mini does not describe all of the features of claims 12 and 16.

Referring to Saito, Saito describes a document management system for employees using the system. Documents for different tasks are created and manually loaded by the employees into the database. See Figure 6. The present action states that the system as described in Saito has the “capability to...generate [an] event associated with [a] task.” Page 4, lines 20-21. Saito also describes “event monitoring.” See Column 7, lines 26-28, and Figure 6. Applicant respectfully submits that the term “event” is not the same as a contingent event and “event monitoring” is not the same as determining when a milestone is reached. Saito states, “an event refers to the creation, editing, or deletion of documents stored in a document management database.” Column 4, lines 25-27. Hence, for “event monitoring,” Saito describes searching for a document in the internal database when an event is marked as “unprocessed” (a document has not been created). See Column 7, lines 31-40.

Applicants respectfully submits that the process of searching for a document in an internal database does not describe the process of determining when a milestone is reached, retrieving information when a milestone is reached, or determining if a contingency agreement is determinate with respect to a contingent event. Thus, Saito does not describe all of the features of claims 12 and 16.

Since Mini and Saito do not describe all of the features of claims 12 and 16, Applicant respectfully submits that claims 12 and 16 overcome all 35 USC §103 rejections. Since claims 13 and 15 depend from claim 12, Applicant respectfully submits that claims 13 and 15 also overcome all 35 USC §103 rejections.

Claims 4 and 21-22 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Mini in view of PointCast Incorporated. Claim 21 has been cancelled. Since claims 4 and 22 depend from independent claims 12 or 16, Applicant respectfully submits that claims 4 and 22 overcome all 35 USC §103 rejections.

Claim Amendments

Applicant respectfully submits that claim amendments to the currently pending claims are fully supported in the original specification. For example, in reference to independent claim 16, the features with an example place for support in the original specification are as follows:

...computer readable program code for identifying from the first contingency agreement a contingency to be resolved; (page 4, line 19)

computer readable program code for determining a milestone for when a contingent event of the contingency is to occur; (page 4, lines 20-23)

computer readable program code for determining an independent source configured to provide information with respect to the occurrence of the contingent event; (page 6, lines 1-3 and 8-10)

computer readable program code for identifying when the milestone is reached; (page 6, lines 3-9)

computer readable program code for retrieving information from the independent source when the milestone is reached; (page 6, lines 9-12)

computer readable program code for determining if the contingent event occurred from the retrieved information; (page 6, lines 8-14 and 22-25)

computer readable program code for determining if the contingency is resolved if determined that the contingent event occurred; (page 6, lines 8-14)

computer readable program code for determining if the milestone is a deadline for when the contingency is to be resolved if determined that the contingent event did not occur; (page 5, lines 6-7)

computer readable program code for identifying the contingency agreement as determinate with respect to the contingent event if determined that the contingency is resolved or that the milestone is the deadline; and (page 6, lines 13-14)

computer readable program code for notifying the plurality of parties that the contingency agreement is determinate with respect to the

contingent event if determined that the contingency is resolved or that the milestone is the deadline. (page 6, lines 15-17)

Furthermore, the example support above noted for the amendments to the features of claim 16 also support the amendments to the features of claim 12.


Since pending claims 4, 12-13, 15-16, and 22 overcome all rejections and support exists in the original specification for the amendments to the claims, Applicant respectfully submits that pending claims 4, 12-13, 15-16, and 22 are in condition for allowance.

CONCLUSION

In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (408) 927-3364. Although no fee is believed to be due, the Commissioner is authorized to charge any such fees in connection with the filing of this paper to Deposit Account No. 09-0441 (Order No. ARC920000009US1).

Respectfully submitted,

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